

AUSTRALIAN CAPITAL TERRITORY

No. 9 of 1976

AN ORDINANCE

To amend the *Door-to-door Sales Ordinance 1969*.

I, THE GOVERNOR-GENERAL of the Commonwealth of Australia, acting with the advice of the Executive Council, hereby make the following Ordinance under the *Seat of Government (Administration) Act 1910-1973*.

Dated this twenty-fifth day of February 1976.

JOHN R. KERR
Governor-General.

By His Excellency's Command,

A. A. STALEY
Minister of State for the Capital Territory.

DOOR-TO-DOOR SALES ORDINANCE 1976

1. (1) This Ordinance may be cited as the *Door-to-door Sales Ordinance 1976*.* Short title and citation.

(2) The *Door-to-door Sales Ordinance 1969*† is in this Ordinance referred to as the Principal Ordinance.

(3) The Principal Ordinance, as amended by this Ordinance, may be cited as the *Door-to-door Sales Ordinance 1969-1976*.

2. Section 4 of the Principal Ordinance is amended—

Inter-pretation.

(a) by omitting from the definition of "credit purchase agreement" the words "part only of the purchase price, rent or other consideration is paid by the purchaser at or before the time at which the agreement is made" and substituting the words "the purchaser is to pay the whole or part of the purchase price, rent or other consideration after the time at which the agreement is made";

(b) by omitting paragraph (a) of that definition;

(c) by omitting from paragraph (f) of that definition the word "or";

(d) by omitting paragraph (g) of that definition; and

(e) by omitting the definition of "hire-purchase agreement".

* Notified in the *Australian Government Gazette* on 1 March 1976.
† Ordinance No. 3, 1969.

3. The Principal Ordinance is amended by inserting after section 4 the following section:—

Credit purchase agreements and related agreements.

“ 4A. (1) Where an agreement would be a credit purchase agreement but for the fact that the whole of the purchase price, rent or other consideration is paid at or before the time at which the agreement is made, the agreement shall be deemed to be a credit purchase agreement if money has been lent to the purchaser—

- (a) by the vendor;
- (b) where the vendor is a corporation, by a corporation that is related to the vendor within the meaning of sub-section 6 (5) of the *Companies Ordinance* 1962-1974; or
- (c) by a lender to whom the purchaser has been introduced by the vendor,

being money lent in connexion with the payment of the purchase price, rent or other consideration.

“ (2) Where a credit purchase agreement is also a hire-purchase agreement, any contravention, by the dealer, of section 6 shall be deemed a contravention by the owner.

“ (3) In sub-section (2), ‘hire-purchase agreement’, ‘dealer’ and ‘owner’ have the same meanings as under the *Hire-Purchase Ordinance* 1961-1969.”

Application.

4. Section 5 of the Principal Ordinance is amended—

- (a) by omitting from sub-section (1) the words “ at a place of residence ” and substituting the words “ at a place other than premises occupied by the vendor ”;
- (b) by omitting paragraph (2)(a) and substituting the following paragraph:—

“ (a) a credit purchase agreement entered into as a result of an offer made at a place other than premises occupied by the vendor, or as a result of negotiations leading to the agreement or the offer conducted at a place other than premises occupied by the vendor, shall be deemed to have been entered into at that place;” and

- (c) by adding at the end thereof the following sub-section:—
 - “ (3) Nothing in this Ordinance applies to or in relation to an agreement entered into by a purchaser in the ordinary course of his trade, business, profession or calling.”

Conditions relating to credit purchase agreements to which Ordinance applies.

5. Section 6 of the Principal Ordinance is amended—

- (a) by omitting from paragraph (1) (a) the words “ before carrying out ” and substituting the words “ immediately after entering into communication which could result in ”;
- (b) by omitting paragraphs (1)(e) and (1)(f) and substituting the following paragraphs:—

“ (e) a statement substantially in accordance with the form set out in Schedule 1, printed as a separate document in type of a size not smaller than the type

known as ten-point Times, is completed by the vendor at the time the agreement is entered into in accordance with the instructions in that form; and

“ (f) the statement referred to in paragraph (e) is, after completion, given to the purchaser after having been read aloud to him by the vendor.”; and

(c) by repealing sub-section (2) and substituting the following sub-section:—

“ (2) Unless the purchaser, at the time the agreement is entered into, signs and gives to the vendor a statement to the effect that the statement referred to in paragraph (1)(e) was, after completion, given to the purchaser after having been read aloud to him by the vendor, the vendor shall be deemed to have failed to read or give the statement to the purchaser.”.

6. After section 6 of the Principal Ordinance, the following section is inserted:—

“ 6A. (1) Where a credit purchase agreement to which this Ordinance applies has been entered into for the purchase of books or other publications, the vendor is not entitled to enforce the agreement against the purchaser unless—

Restrictions
on
enforcement
of credit
agreements.

(a) at the time at which the purchaser signed the agreement, there appeared, immediately above the space in which the purchaser's signature was to be endorsed, a statement in accordance with the form in Schedule 2 and printed in type of a size not smaller than the type known as eighteen-point Times; and

(b) the purchaser has, within the time specified in the statement referred to in paragraph (a), confirmed the agreement.

“ (2) Nothing in this section affects the operation of section 6.”.

7. After section 12 of the Principal Ordinance the following section is inserted:—

“ 12A. (1) Where a credit purchase agreement is terminated by the purchaser in pursuance of section 8—

Collateral
agreements
rescinded.

(a) any agreement by a person to lend money to the purchaser in connexion with the purchase, hire or bailment of the goods or services the subject of the agreement; and

(b) any guarantee or indemnity given by a person in respect of claims against the purchaser arising out of the credit purchase agreement or an agreement referred to in paragraph (a),

are, by force of this section, rescinded.

“ (2) Where an agreement is rescinded by force of sub-section (1), any moneys paid by a person under the agreement may be recovered as a debt due to that person.”.

Falsely
stating
agreements
to be in
force or
enforceable.

8. Section 13 of the Principal Ordinance is amended—

- (a) by omitting from paragraph (a) the word “or”; and
- (b) by adding after paragraph (b) the following word and paragraph:—

“; or (c) knowing that a credit purchase agreement is not enforceable against another person by reason of this Ordinance, to the effect that an agreement, guarantee or indemnity to which section 12A applies is enforceable.”.

Schedule 1. 9. The Schedule to the Principal Ordinance is amended by omitting the words—

“THE SCHEDULE”

and substituting the word and figure—

“SCHEDULE 1”.

Schedule 2. 10. After Schedule 1 to the Principal Ordinance the following Schedule is added:—

“SCHEDULE 2

Section 6A

NOTICE TO PURCHASER

This agreement will only be enforceable against you if you notify the vendor in writing, not earlier than 5 days, and not later than 14 days, after the date of signing this agreement, that you wish to confirm it.”.